

<b>REQUEST FOR QUOTATIONS</b> <b>(THIS IS NOT AN ORDER)</b>		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE 1 OF 30 PAGES	
1. REQUEST NO. FA5004-09-T-C005	2. DATE ISSUED 12-Aug-2009	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING	
5a. ISSUED BY 354 CONTRACTING SQUADRON ISSUING OFFICE 354 BROADWAY ST, UNIT 5B LGCA - CONSTRUCTION EIELSON AFB AK 99702-1801			6. DELIVER BY <small>(Date)</small> <b>SEE SCHEDULE</b>		
5b. FOR INFORMATION CALL <small>(Name and Telephone no.) (No collect calls)</small> KRISTINA SHERRY 907-377-2905			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER <small>(See Schedule)</small>		
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION <small>(Consignee and address, including ZIP Code)</small> 354 CES/CECC - F1U3C7 MILTON LUDINGTON 2310 CENTRAL AVE SUITE 3 EIELSON AFB AK 99702-2299 TEL: 907-377-2803 FAX:		
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: <small>(Date)</small> 01-Sep-2009					
<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.					
11. SCHEDULE <small>(Include applicable Federal, State, and local taxes)</small>					
ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
<b>SEE SCHEDULE</b>					
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS % No. %
<b>NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.</b>					
13. NAME AND ADDRESS OF QUOTER <small>(Street, City, County, State, and ZIP Code)</small>			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
			16. NAME AND TITLE OF SIGNER <small>(Type or print)</small>		TELEPHONE NO. <small>(Include area code)</small>

Section B - Supplies or Services and Prices

**Notice to Offerors:** Funds are not presently available for this project. No Award will be made under this solicitation until funds are available. The Government reserves the right to cancel this solicitation, either before or after the closing date.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Rehabilitate Well Inside Building 3226 FFP Furnish all labor, supervision, materials, equipment, tools, approvals, and fees necessary to Rehabilitate Well Inside Building 3226 in accordance with attached Statement of Work, see section C. FOB: Destination SIGNAL CODE: A	1	Lump Sum		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	8-Inch Threaded Steel Discharge Pipe FFP Furnish all labor, supervision, materials, equipment, tools, permits, approval, and fees necessary to provide new 8-inch threaded steel discharge pipe. THIS IS AN ESTIMATED QUANTITY CLIN. CLIN WILL ONLY BE USED IF REQUIRED AS NECESSARY TO COMPLETE CLIN 0001. FOB: Destination SIGNAL CODE: A	45	Linear Foot		
NET AMT					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	REFURBISH U.S. ELECTRIC MOTOR FFP Furnish all labor, supervision, materials, equipment, tools, permits, approvals, and fees necessary to refurbish U.S. Electric Motor, 60 HP, 203/460V, 3PH 71.4/68 AMP, Motor ID Number B07 97073729-002R-1, 1785 RPM, Frame 364 TP. THIS IS AN ESTIMATED QUANTITY CLIN. CLIN WILL ONLY BE USED IF REQUIRED AS NECESSARY TO COMPLETE CLIN 001. FOB: Destination SIGNAL CODE: A	1	Job		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	REFURBISH PEERLESS VERTICAL LINE SHAFT FFP Furnish all labor, supervision, materials, equipment, tools, permits, approvals, and fees necessary to refurbich peerless vertical line shaft turbine pump, model 14MC, 1500 GPM at 115 TDH, serial number 207119. THIS IS AN ESTIMATED QUANTITY CLIN. CLIN WILL ONLY BE USED IF REQUIRED AS NECESSARY TO COMPLETE CLIN 001. FOB: Destination SIGNAL CODE: A	1	Job		

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NET AMT

## Section E - Inspection and Acceptance

### INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government

### CLAUSES INCORPORATED BY REFERENCE

52.246-12      Inspection of Construction

AUG 1996

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	60 dys. ADC	1	354 CES/CECC - F1U3C7 MILTON LUDINGTON 2310 CENTRAL AVE SUITE 3 EIELSON AFB AK 99702-2299 907-377-2803 FOB: Destination	F1U3C7
0002	60 dys. ADC	45	(SAME AS PREVIOUS LOCATION) FOB: Destination	F1U3C7
0003	60 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	F1U3C7
0004	60 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	F1U3C7

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 60 days after Notice to Proceed. The time stated for completion shall include final cleanup of the premises.

(End of clause)

## Section G - Contract Administration Data

### CONTRACT ADMINISTRATION

a. Following award, this contract will be administered by the 354th Contracting Squadron. The name, address, telephone number, and fax number of the Contracting Officer is:

Gerald F. Jacobs	Phone: (907) 377-2464
354 CONS/LGCA	Fax: (907) 377-2547
354 Broadway Ave Unit 5B	gerald.jacobs@eielson.af.mil
Eielson AFB, AK 99702	

b. The Contracting Officer is the only person authorized to approve changes or modify any of the requirements under this contract and notwithstanding any provisions contained elsewhere in this contract, the authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.

c. Contractual problems, of any nature, which might occur during the life of the contract must be handled in accordance with very specific public laws and regulations (e.g. Federal Acquisition Regulation), and must be referred to the Contracting Officer for resolution. Only the Contracting Officer is authorized to formally resolve such problems. Therefore, the Contractor is directed to submit all such contractual problems to the immediate attention of the Contracting Officer.

d. Any request for contract changes/modifications shall be submitted to the Contracting Officer.

e. All correspondence concerning this contract, such as requests for information, explanation of terms, and contract interpretations, shall be submitted to the Contracting Officer.

### DESIGNATION OF TECHNICAL REPRESENTATIVE

The Eielson AFB Civil Engineer, or his authorized representative, is designated as the Contracting Officer's Representative (COR) for the purpose of technical surveillance of workmanship and inspection of materials for work being performed under this contract. This clause in no way authorizes anyone other than the Contracting Officer to commit the Government to changes in terms of the contract.

### POST-AWARD/PRE-PERFORMANCE CONFERENCE

A pre-performance conference in accordance with FAR Clause 52.236-26, "Pre-construction Conference," in Section I shall be scheduled by and held at the office issuing this solicitation prior to the commencement of any work under the contract which will be awarded as a result of this solicitation and offer. The Contractor or his duly authorized representative shall be required to attend the pre-performance conference.

### ELECTRONIC INVOICING, SUPPLEMENTAL INFORMATION – CONSTRUCTION

1. IAW DFARS 252.232-7003, Electronic Submission of Payment Requests, Eielson AFB is set up to receive electronic invoices through Wide Area Work Flow (WAWF). WAWF significantly accelerates all aspects of the invoicing process by removing the need for paper copy transmission of documents (i.e., faxes or snail mail). In addition, Contractors using WAWF will be able to check on the status of submitted invoices by simply logging into the WAWF website.

2. Electronic submission of invoices is required unless an exception at DFARS 232.7002 is met. Any request to submit a non-electronic invoice IAW DFARS 232.7002(6)(i) must be submitted in writing to the Contracting Officer and shall state why the Contractor is unable to submit an electronic invoice.

3. Contractors may self register with WAWF by logging onto the website: <https://wawf.eb.mil/>.

4. If a Preconstruction Conference (PRECON) is held, additional information on invoicing via WAWF will be provided during this meeting.

5. Before invoicing in WAWF, the Contractor must submit an AF Form 3065 for government review and approval. The government will review and return the AF Form 3065 as either approved or disapproved. The Contractor may submit an invoice only after receiving approval on the AF Form 3065. Any invoice submitted prior to government approval of the AF Form 3065 will be immediately disapproved.

6. Use the information below when submitting an invoice in WAWF

Invoice Type: Construction Invoice

Admin DoDAAC: FA5004

Contracting Officer: F1U3TR

Paying Official DoDAAC: F67100

The use of extensions is not necessary and may result in delays and/or rejection of invoices

## Section H - Special Contract Requirements

### 1. PAYMENT PROTECTION

In accordance with FAR clause 52.228-13, Alternative Payment Protections (July 2000), the offeror to whom award is made shall, within ten (10) Calendar days after date of award, furnish one of the following payment protections:

- Payment bond
- Irrevocable letter of credit (ILC)
- Certificates of deposit.
- A deposit of the types of security listed in FAR 28.204-1 and 28.204-2.

The amount of the payment protection shall equal one hundred percent (100%) of the contract price. If the contract price increases by modification to the contract, an additional amount equal to one hundred percent (100%) of the increase will be required.

### 2. REQUIRED INSURANCE (IAW FAR 28.306(b))

Reference FAR Clause 52.228-5, Insurance Work on a Government Installation, the Contractor shall, at its own expense, procure and thereafter maintain the following kinds of insurance with respect to performance under the contract:

- a. Workers' compensation and employer's liability Insurance: \$100,000
- b. General liability: \$500,000 per occurrence.
- c. Automobile liability: \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

### 3. STATE/LOCAL REQUIREMENTS

The state of Alaska currently requires that all residents of the North Star Borough maintain a current certification stating the vehicle has passed the required North Star Inspection and Maintenance (I/M) Program (Exceptions are listed in 18 AAC 52.005 (f)). A Borough resident is defined as any individual who regularly commutes to the area covered by the program. Regularly commuting translates into 30 days or more of being in the Borough. Therefore, all Contractor vehicles that will be on Eielson AFB controlled lands within the Borough will be required to have a current I/M certification for their vehicle. Failure to do so may result in expulsion of the vehicle from the installation until a current I/M certification is obtained. Within 15 days of becoming employed in the State of Alaska, an out of state vehicle must be registered in Alaska and bare Alaska license plates.

### 4. FIRE SAFETY REQUIREMENTS

The Contractor shall obtain a permit from the Base Fire Department prior to conducting any welding or soldering or whenever the use of open flame is necessary during the construction phase. The Contractor and his employees will be required to adhere to any AFOSHA and OSHA requirements.

### 5. SEATBELTS



The wearing of seatbelts by operators and passengers of all privately owned and Government vehicles, excluding motorcycles, is mandatory whenever the vehicle is in motion on a military installation. The failure by any occupant of a vehicle to comply with this requirement will result in denial of entrance to the station. Violation of this requirement by any occupant of a vehicle traveling on Eielson AFB will result in the driver of the vehicle losing his/her driving privileges on Eielson AFB as follows: First offense: a 7 day suspension; Two (2) seatbelt violations within a 12-month period: 60 days suspension; Three (3) seatbelt violations within a 12-month period: 6 month suspension. In accordance with Alaska Statute 28.05.011 (13 AAC 04.270), certain older vehicles may be legally operated despite the unavailability of seatbelts in the vehicle. State law and the U.S. Department of Transportation require, however, that every passenger car manufactured after 1 January 1965 must be equipped with lap seat belts for use by the driver and one other front seat position. Drivers operating vehicles manufactured after the dates described above and which have had the lap or shoulder belts removed or otherwise rendered inoperable are not exempt from the base seatbelt requirement.

## 6. WORK SCHEDULE

a. The Contractor may schedule their work hours as appropriate to completing the work and minimizing the wells' down time, excluding Federal holidays. The following federal holidays are observed at Eielson AFB:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

b. If the Contractor desires to work during periods other than the above, additional Government inspection forces may be required. The Contractor must request permission to work outside the normal work schedule no later than three days in advance of his intention to work during other periods to allow assignment of additional inspection forces when the Contracting Officer determines that they are reasonably available. If such force is reasonably available, the Contracting Officer may authorize the Contractor to perform work during periods other than normal duty hours/days; however, if inspectors are required to perform in excess of their normal duty days solely for the benefit of the Contractor, the actual cost of inspection at overtime rates may be charged to the Contractor. These adjustments to the contract price may be made periodically as directed by the Contracting Officer.

## 7. WEATHER CONDITIONS

Historical climate conditions for Eielson AFB can be found on the World Wide Web at <http://www.wrcc.dri.edu/summary/climsmak.html>. Offerors are encouraged to review the data for Eielson AFB, AK prior to proposal submission.

## 8. REQUIRED DATE FOR MATERIAL SUBMITTAL/SHOP DRAWINGS

a. Material submittals as required by Section I, Clause 52.236-5 entitled "Material and Workmanship", and shop drawings as required by Section I, Clause 52.236-21 entitled "Specifications and Drawings for Construction", are listed on "Schedule of Material Submittals" attachment.

b. Contractor shall submit shop drawings and material submittals in accordance with the contract or as otherwise directed by the Contracting Officer.

c. All shop drawings and material submittals shall be prepared and submitted in accordance within this Section entitled "Material Approval Submittal Form".

d. In the event the Contractor cannot meet the established dates for submission of material submittals or shop drawings, he will advise the Contracting Officer verbally and in writing and arrange a mutually acceptable date that will not delay progress of the work.

#### 9. MATERIAL APPROVAL SUBMITTAL FORM (AF FORM 3000)

a. All materials and articles requiring approval, as contemplated by the Materials and Workmanship clause shall be submitted by the Contractor, by means of AF Form 3000. The contracting officer shall establish a suspense date on action to be taken on submittals and retain the fourth copy for necessary follow-up action.

b. In so far as practical and before commencement of work, the Contracting Officer shall inform the Contractor of the materials or articles requiring approval.

#### 10. CONTRACT PROGRESS SCHEDULES AND REPORTS FOR CONSTRUCTION CONTRACTS

AF Form 3064, Contract Progress Schedule, shall be used to satisfy the requirements of the Schedules for Construction Contracts clause (FAR 52.236-15). Upon submission of the initial AF Form 3064, the Contracting Officer and Civil Engineer shall carefully evaluate the percentage of the total job assigned to each work element. Particular attention shall be devoted to those elements to be performed in the early stages of the effort to preclude overstatement that would result in an imbalance in payments and exceed the value of work performed. Work elements shall be limited to those tasks, which will indicate the progress of the work and which, may be readily identified and measured by personnel monitoring the Contractor's progress. Normally the percentage factors of each work element should be related to the total value of the contract. This may vary, however, depending on the percentage factor the Contracting Officer chooses to assign for materials stored on-site. Consideration for materials stored on-site should be limited to major high cost items. It is not the policy of the Air Force to pay the Contractor for miscellaneous low dollar value items prior to installation. Payment will not be made for materials stored off-site. Payments for materials in advance of installation are at the discretion of the Contracting Officer and will be substantiated with paid invoices. The Government does not guarantee that any material payments will be made.

#### 11. INTERRUPTION OF UTILITY SERVICES

The Government may not be held responsible for interruptions of utility service and will not be liable for Contractor delays, damages, or increased costs occasioned by any such interruption of service.

#### 12. UTILITY SERVICES

The Contractor will be required to participate in all Air Force energy conservation programs. Utility services furnished to the Contractor by the Government from the Government's existing system outlets and supplies will be at no cost to the Contractor, but see contract clause titled FAR 52.236-14, "Availability and Use of Utility Services," in Section I.

#### 13. DAMAGE TO UTILITIES

The Contractor shall be responsible for any and all damages to accurately marked utilities resulting from its operations. Further, the Contractor shall be held liable for all costs associated with such damages. Such costs include not only the costs to properly repair the damaged utility, but also any direct costs incurred by the government to provide emergency response to the site, as well as for any other monetary losses. Such loss may also include the value of loss of productivity experienced by the government due to loss of power and /or facility evacuation arising from the utility damage.

#### 14. DEWATERING PERMIT

The Contractor is required to comply with current applicable permits, state regulations, and requirements for any dewatering operations. Specifically, the Contractor is required to comply with Alaska Wastewater Disposal Permit No. 9440-DB002 governing dewatering activities, which is hereby incorporated by reference into this contract. In accordance with the subject permit, wastewater discharged or diverted from any construction activity such as culvert placement, gravel mining, bridge construction, and building construction must comply with Alaska Water Quality Standards as well as the limitations in Permit No. 9440-DB002. In addition, the Contractor is required to notify the State of Alaska at least two weeks before discharging any water from the construction site when the total volume of water to be discharged or moved exceeds 500,000 gallons. This notification must meet the requirements of Appendix A, Section I of Permit 9440-DB002. Nothing in this section relieves the Contractor of its obligation under the Federal Acquisition Regulation Permits and Responsibilities Clause to comply with all applicable environmental standards and laws.

#### 15. FINAL INSPECTION

Final Inspection will be conducted during the period of Monday through Friday between 0800 hours and 1600 hours. The Contractor must notify the Contracting Officer in writing a minimum of five (5) calendar days prior to completion date. Final Inspection falling due on weekends, legal holidays, and 354th Wing down days will be postponed to the following workday.

#### 16. TELECOMMUNICATIONS MONITORING AND ASSESSMENT PROGRAM (TMAP)(IAW AFI 33-219)

All communications within DOD organizations are subject to TMAP review. Contractor personnel will be aware that telecommunications networks are continually subject to intercept by unfriendly intelligence organizations. The DOD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating or terminating at DOD organizations. Therefore, civilian Contractor personnel are advised that anytime they place a call to or receive a call from a USAF organization, they are subject to TMAP procedures. The Contractor will assume the responsibility for ensuring wide and frequent dissemination of the above information to all employees dealing with official DOD information.

#### 17. HAZARDOUS MATERIAL REPORTING

a. The Contractor shall submit an initial Hazardous Material Report within 10 calendar days after award, to the Base Contracting Office. Hazardous material is defined as any material that requires a Material Safety Data Sheet (MSDS) in accordance with 29 CFR 1910.1200 and Federal Standard 313c, paragraph 3.3. This initial Hazardous Material Report will be reviewed and annotated by the Base Bioenvironmental Office to identify which hazardous materials shall be tracked and reported by the Contractor in a Hazardous Material Usage Report, discussed later.

b. The initial Hazardous Material Report will be returned to the Contractor within 30 calendar days after submission. The initial Hazardous Material Report shall include the following information and follow the format indicated below:

1. Hazardous Material Product Name
2. MSDS Serial #, Estimated quantity that will be stored and used on Eielson AFB, in direct support of contract performance for the calendar year.

c. The Contractor shall submit an annual Hazardous Material Usage Report for hazardous material used in direct support of contract performance at Eielson AFB. The report shall show:

1. Maximum quantity of hazardous material stored on Eielson AFB

2. Quantity used on Eielson AFB
3. Quantity removed from Eielson AFB.

This report is due to the Base Contracting Office within 20 calendar days after completion of the contract or within 20 calendar days after 31 December of each calendar year, whichever comes first. The annual Hazardous Material Report shall include the following information and follow the format indicated below:

Hazardous Material Product Name, MSDS Serial #, the Total Quantity of the hazardous material that was stored on Clear AFS during the calendar year, Total Quantity used on Clear AFS during the calendar year, and the Total Removed from Clear AFS at the completion of subject contract.

#### 18. DYNAMIC SMALL BUSINESS SEARCH PROGRAM

All Contractors are requested to utilize the Dynamic Small Business Search Program to assist them in obtaining resources to meet their contractual requirements. Dynamic Small Business Search is an electronic gateway of procurement information – for and about small businesses. It is a search engine for Contracting Officers, a marketing tool for small firms and a “link” to procurement opportunities and important information. It is designed to be a “virtual” one-stop-procurement-shop. Dynamic Small Business Search is an Internet based database of information on small, disadvantaged, 8(a) and women-owned businesses. It is free to federal and state Government agency as well as prime and other Contractors seeking small business Contractors, subContractors and/or partnership opportunities. The SBA home page address is: [http://dsbs.sba.gov/dsbs/dsp\\_dsbs.cfm](http://dsbs.sba.gov/dsbs/dsp_dsbs.cfm).

#### 19. INVESTIGATION OF DAMAGE OR INJURY

The United States Government will have the right to conduct an investigation, or participate in the Contractor's investigation, of any damage or injury to United States Government property, equipment or personnel.

#### 20. CONSTRUCTION EQUIPMENT

Equipment and vehicles to be used on base shall be safe and in good operating condition. The Contracting Officer, or authorized representative, reserves the right to inspect any on-base equipment and reject such equipment if he/she considers it unsafe, in poor operating condition, or inappropriate for work. Contractor must notify the Contracting Officer of any Contractor equipment that is broken down on roads. Every effort should be made to move broken down equipment to the nearest parking lot before leaving it.

#### 21. CELL PHONE USE IN VEHICLES

Contractors operating motor vehicles on all PACAF installations WILL NOT use cell phones unless the vehicle is safely parked or they are using a hands-free device. Violation of this policy will result in loss of on-base driving privileges for 30 days.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2009
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-6	Drug-Free Workplace	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-23	Assignment Of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	OCT 2008
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-14	Suspension of Work	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.246-21	Warranty of Construction	MAR 1994
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7006	Billing Instructions	OCT 2005
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002

## CLAUSES INCORPORATED BY FULL TEXT

## 52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (MAR 2009)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iv) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(v) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vii) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (OCT 2008).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (MAR 2009).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

(ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)) (Applies to contracts of \$100,000 or more).

(iv) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(v) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793) (Applies to contracts over \$30,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.).

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212) (Applies to contracts over \$100,000).

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR Program or Federal Energy Management Program (FEMP) will be--

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(ix) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(x) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xi) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (Oct 2003). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006) (Applies to contracts over \$30,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

(iv) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to



the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

#### 52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (FEB 2009)

(a) Definitions. As used in this clause--

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if--

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:

**NONE**

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
-----------------------------------	-----------------	----------	---------------------

Item 1

Foreign construction material....

Domestic construction material... ..  
 Item 2  
 Foreign construction material... ..  
 Domestic construction material... ..

---

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

#### 52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

(a) The Contractor shall submit one of the following payment protections:

**A payment Bond.**

**An irrevocable letter of Credit (ILC)**

**Certifications of deposit. The contractor deposits certificates of deposit from a federally insured financial institution with the contracting officer, in an acceptable form. Executable by the contracting officer.**

**A deposit of the types of security listed in FAR 28.204-1 and 28.204-2.**

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within 10 days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

**5352.201-9101**

**OMBUDSMAN (AUG 2005)**

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

(c) If resolution cannot be made by the contracting officer, concerned parties may contact the Center/MAJCOM ombudsmen,

354 CONS  
354 Broadway Ave., Unit 5B  
Eielson AFB, AK 99702  
Attn: Maj Dale Skinner  
  
Phone: (907) 377-2441  
Fax: (907) 377-4647  
E-mail: dale.skinner@eielson.af.mil

Concerns, issues, disagreements, and recommendations that cannot be resolved at the MAJCOM/DRU level, may be brought by the concerned party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (703) 588-7004, facsimile number (703) 588-1067.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

(End of clause)

#### **5352.242-9000 Contractor access to Air Force installations.**

##### **CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (AUGUST 2007)**

(a) The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and current IM and any additional requirements to comply with local security procedures to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with [AFI 31-101, Volume 1](#), The Air Force Installation Security Program, and [AFI 31-501](#), Personnel Security Program Management, as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) Failure to comply with these requirements may result in withholding of final payment.

(End of clause)

## Section J - List of Documents, Exhibits and Other Attachments

**LIST OF ATTACHMENTS**

(All listed attachments are at the end of this document)

<b><u>FORM NR</u></b>	<b><u>TITLE</u></b>	<b><u>PAGES</u></b>
JA-1.	STATEMENT OF WORK	2
JA-2.	SCHEDULE OF WAGE RATES	12
JA-3.	SCHEDULE OF MATERIAL SUBMITTALS, AF66	1
JA-4.	HAZARDOUS MATERIAL SHEET	1

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237110.

(2) The small business size standard is \$33.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ Paragraph (d) applies.

☐ Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and



(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act--Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

(xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

----(i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

----- (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

----- (iii) 52.219-22, Small Disadvantaged Business Status.

----- (A) Basic.

----- (B) Alternate I.

----- (iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

----- (v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

----- (vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Certification.

----- (vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA- Designated Products (Alternate I only).

----- (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

----- (ix) 52.227-6, Royalty Information.

----- (A) Basic.

----- (B) Alternate I.

----- (x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

#### 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) ( ) It has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) ( ) It has, ( ) has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
18.2%	3.5%

|

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **Alaska**.

(End of provision)

## Section L - Instructions, Conditions and Notices to Bidders

**Notice to Offerors:** Funds are not presently available for this project. No Award will be made under this solicitation until funds are available. The Government reserves the right to cancel this solicitation, either before or after the closing date.

## CLAUSES INCORPORATED BY FULL TEXT

## 52.222-5 DAVIS-BACON ACT--SECONDARY SITE OF THE WORK (JUL 2005)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

## 52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS (FEB 2009)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

#### 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for--

**20 August 2009 at 1330 hrs (1:30 pm)**

(c) Participants will meet at--

**354<sup>th</sup> Contracting/LGCA Office  
2310 Central Ave. St. 100  
Eielson AFB, AK 99702**

Note: Requesting all parties to notify Kristina Sherry by email at [kristina.sherry@eielson.af.mil](mailto:kristina.sherry@eielson.af.mil) to request access to Eielson AFB for the site visit.

(End of provision)